



Order Filed on June 13, 2018
by Clerk
U.S. Bankruptcy Court
District of New Jersey

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In Re:

James L Williams,

Debtor.

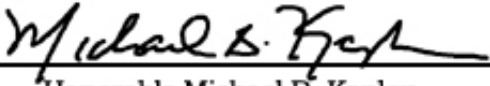
Case No. 16-32320-MBK
(Chapter 13)

Judge: Michael B Kaplan

**CONDITIONAL ORDER REGARDING MOTION FOR AUTOMATIC STAY AS TO THE
2008 Mercedes-Benz S Class (VIN: WDDNG86X58A197148) WITH WAIVER OF
F.R.B.P. RULE 4001(A)(3)**

The Relief set forth on the following pages, numbered two (2) through two (2)
is hereby **ORDERED**.

DATED: June 13, 2018


Honorable Michael B. Kaplan
United States Bankruptcy Judge

(Page 2)

Debtor: James L Williams

Case No.: 16-32320-MBK

Caption of Order: CONDITIONAL ORDER REGARDING MOTION FOR AUTOMATIC STAY AS TO THE 2008 Mercedes-Benz S Class (VIN: WDDNG86X58A197148) WITH WAIVER OF F.R.B.P. RULE 4001(A)(3)

Upon the Stipulation of JPMORGAN CHASE BANK N.A., (“Chase”) and James L Williams (“Debtor”) under Bankruptcy Code Section 362 (d)(1) and 362 (d)(2) for relief from the automatic stay as to a 2008 Mercedes-Benz S Class (VIN: WDDNG86X58A197148) and for good cause shown and no cause to the contrary appearing;

IT IS HEREBY ORDERED that the attached Stipulation is “SO ORDERED.”

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

**STIPULATION RESOLVING MOTION
FOR RELIEF OF THE AUTOMATIC
STAY**

In Re:

James L Williams,

Debtor.

Case No. 16-32320-MBK
(Chapter 13)

Oral Argument NOT requested

WHEREAS, JPMorgan Chase Bank, N.A., ("Chase") is a secured creditor in the above referenced matter with regard to a 2008 Mercedes-Benz S Class (VIN: WDDNG86X58A197148) ("Vehicle"); and

WHEREAS, Chase has a perfected lien regarding the Vehicle, which lien secures the repayment of a New Jersey Retail Installment Contract entered into between James Williams, ("Debtor") and Chase on December 26, 2014 for the purchase of the Vehicle; and

WHEREAS, the debtor is default of the Retail Installment Contract but seeks to cure the default and retain the Vehicle and continue to make payments pursuant to the Retail Installment Contract and applicable, state and federal law outside of the Plan; and

WHEREAS Chase filed a motion to Lift the Automatic Stay on or about February 28, 2018 which was made returnable on March 20, 2018 ("Motion") which was adjourned until May 15, 2018; and

WHEREAS, on March 9, 2018, the Debtor had filed opposition to Chase's Motion on the basis that the Debtors were to cure the default and continue to make regular monthly payments outside of the plan thereafter; and

WHEREAS, the parties seek to amicably resolve this matter and have agreed to the following:

IT IS HEREBY STIPULATED AND AGREED, in order to cure the past due arrears Debtors agree as follows:

- Debtor will make payments four (4) payments of \$1,151.75 representing (\$880.75 for the arrears and \$271.00 for the regular monthly payment) starting on May 21, 2018;
- Thereafter, regular monthly payments in the amount of \$271.00 per month are to be made to Chase on the 14th day of every month until the full amount of the perfected lien is paid.

IT IS FURTHER STIPULATED AND AGREED, that the Debtor will continue to maintain insurance on the Vehicle and will keep the Vehicle in good condition, free any encumbrances and seizures; and

IT IS FURTHER STIPULATED AND AGREED, upon failure to make any payments on time and in full, Chase, either directly or through its agents or attorneys shall send a ten (10) day cure letter to debtors and debtors' attorney, and upon failure to timely cure any default within ten (10) days of the date of the notice, Chase may immediately and without further notice, exercise its rights with respect to the Vehicle 2008 Mercedes-Benz S Class (VIN: WDDNG86X58A197148); and

IT IS FURTHER STIPULATED AND AGREED, that in the event that Debtor defaults pursuant to the terms of this Settlement Agreement and Chase enforces its security interest and

repossesses the Vehicle, the Trustee's right to surplus funds is hereby preserved, and Trustee will be given written notice of any surplus monies (if any) remaining after the sold of the Vehicle.

Chase is directed to turn over surplus monies (if any) to the Trustee as property of the estate; and

IT IS FURTHER STIPULATED AND AGREED, that this Stipulation may be executed in multiple counterparts, each of which shall be deemed original and all of which when taken together shall constitute one and the same instrument; and

IT IS FURTHER STIPULATED AND AGREED, that electronic, copied and facsimile signatures are deemed originals for all purposes.

Dated: May 14, 2018

Dated: May 14, 2018



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